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was overruled; the Michigan Supreme Court intimating that payment for stock should have been by property of substantial value. It is reported as *Wood v. Sloman*, 114 Northwestern Reporter, 317.

Foreign Correspondence School as Engaged in Interstate Commerce.—The Supreme Court of Wisconsin in the case of *International Text-Book Co. v. Peterson*, 113 Northwestern Reporter, 730, holds that carrying out a contract for furnishing text-books and instruction by a foreign correspondence school does not constitute interstate commerce.

Removal of Fixtures on Sale of Property.—In *Brunswick Construction Co. v. Burden*, 101 New York Supplement, 716, defendant sold his dwelling house to plaintiff on condition that he might "remove all fixtures attached to said premises." He subsequently carried away mantels and hinges, made to match the furniture, and parquet flooring laid over a permanent floor. In an action brought for damages to the freehold, the New York Supreme Court held that they were not distinctively realty, and refused to grant any relief.

Misstatement of Opinion of Court by Newspaper as Contempt.—A newspaper published a misstatement of an opinion handed down by the Supreme Court of Rhode Island. In contempt proceedings therefor the paper alleged that the error was unintentional. The court held its good intentions afforded no excuse in view of the fact that its act in attempting to state the law was purely voluntary, but allowed it to purge itself by publishing the opinion in the contempt case on its editorial page where the former article appeared. The decision is reported as *In re Providence Journal Co.*, 68 Atlantic Reporter, 428.

Recovery of Payment Made by Mistake.—The parties to the case of *Johnson v. Saum*, 114 Northwestern Reporter, 618, had made a settlement of their accounts. It appeared that plaintiff was indebted to defendant for \$540, in payment of which plaintiff transferred to defendant a mare. Subsequently plaintiff found that he was mistaken in supposing himself indebted to defendant, and brought action for the recovery of \$540. Defendant offered to prove that the mare was worth not more than \$30, which offer the court refused, and plaintiff recovered judgment for \$465. The Supreme Court of Iowa held that recovery should have been limited to the value of the mare, expressing the devout hope that the unfortunate mare, which had twice made the journey from the trial court and back again, might not be again compelled to repeat the dreary round, and suggested to her sponsors that the game was not worth the candle.

Liability of Directors for Wrongful Payment of Dividends.—In an